



**COUNTY OF LOS ANGELES**  
**TREASURER AND TAX COLLECTOR**  
KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012



**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

April 17, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

13 April 17, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACT FOR  
MAILING SERVICES  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

The Treasurer and Tax Collector (TTC) issued an Invitation for Bids (IFB) to solicit bids for Mailing Services. The TTC is recommending approval and award of a Contract to ABG Acquisition Corporation dba ABG Marketing and Business Communications (ABG).

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award and instruct the Chairman to sign the attached Contract with ABG to provide Mailing Services to the TTC for an initial one (1) year term, commencing on June 1, 2012, or upon the date of Board approval, whichever is later, with an annual amount not to exceed \$275,000 per Contract year.
2. Delegate authority to the TTC to extend the Contract for a maximum of two (2) one-year and six (6) month-to-month extensions at the option of the TTC in accordance with the term of the Contract and to increase the annual Contract sum by not more than 10% annually to accommodate any unanticipated workload increases.
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contracts, and/or to add or modify certain terms and conditions in the Contracts, as required by the Board or Chief Executive Office (CEO), provided County Counsel approval is obtained prior to the execution of such amendments and approve, if necessary, any assignment and delegation of services performed by ABG in order to ensure the

continuation of Mailing Services necessary to meet the TTC's mandated operations.

4. Delegate authority to the TTC, if necessary, to execute a substantially similar Contract to the next lowest cost, most responsive and responsible bidder identified in this IFB process and terminate the incumbent for convenience to ensure that unanticipated circumstances, changes in Mailing Services workload requirements, or the incumbent's inability to provide the required services during the term of the Contract do not jeopardize the statutory obligation of the TTC, provided County Counsel's concurrence is obtained prior to execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended Contract will provide Mailing Services to the TTC to ensure that the approximate 2.3 million annual property tax bills are mailed by the statutory deadline and to supplement Mailing Services the TTC performs for other County departments on an as-needed basis. The TTC has utilized outside mailing firms since 1987 to handle several peak workload periods including the annual property tax bill assembly and metering, assembly of certified mailings for properties subject to the power to sell, as well as other routine mailings and on-demand Mailing Services. Mailing Services includes folding the bills in a manner specified by the TTC, inserting the bills, various inserts, and return envelopes into the mailing envelopes, and applying correct first-class postage.

The incumbent Mailing Services contract with Tribune Direct, a division of Los Angeles Times Communications, LLC (Tribune), expires on May 31, 2012.

#### Implementation of Strategic Plan Goals

Approval of the recommended Contract will assist the TTC in meeting the County's Strategic Plan Goal of Organizational Effectiveness. The recommended Contract provides for ongoing Mailing Services to support mandated operations of the TTC.

### **FISCAL IMPACT/FINANCING**

The maximum Contract amount for the first year is \$275,000. Funding is available in the Adopted Budget for Fiscal Year (FY) 2011-12 and is included in the proposed Departmental budget for FY 2012-2013.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Contract contains all Board mandated provisions. The Contractor is in compliance with all Board, CEO, and County Counsel requirements. The Contractor will not be expected to perform Mailing Services that exceed the Contract sum, scope of work, or Contract term. The Contract expressly provides that the County has no obligation to pay for expenditures that exceed the maximum Contract sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard services and/or non-performance.

The attached Contract has been reviewed and approved as to form by County Counsel.

The TTC has determined that the provisions of the Living Wage Program (County Code Chapter

2.201) do not apply to the Contract, since these services are provided on an as needed basis and not subject to Proposition A.

## **CONTRACTING PROCESS**

The TTC released the IFB for Mailing Services on January 26, 2012. The IFB was released to 53 prospective bidders via U.S. Mail and 19 prospective bidders via email (Attachment I). A notice of the IFB was posted on the TTC Website and the Los Angeles County Bid Website (Attachment II) of registered vendors under the commodity code for Mailing Services, which automatically notified approximately 224 prospective bidders via email, thereby, maximizing the TTC's outreach to potential bidders. A Mandatory Bidders Conference was held on February 14, 2012, with 12 firms in attendance.

A pass/fail review of the minimum requirements was conducted with the three (3) Bids received. The Bids were from: ABG; Towne, Inc. dba Towne Allpoints Communications (Towne); and Tribune. In conjunction with County Counsel, the TTC issued Supplemental Data Requests to the three (3) firms requiring responses to be returned by March 2, 2012. All three (3) firms responded with their respective Supplemental Data by the deadline; however, Towne failed to provide a complete response to the Supplemental Data Request. Therefore, Towne's response was deemed incomplete and non responsive, and they were formally notified that their bid would not be considered for further evaluation and was being disqualified.

Following receipt of the Supplemental Data from ABG and Tribune, both firms were qualified to move forward to the cost evaluation process.

The bid received from ABG was the lowest cost, most responsive and responsible bid. The bid clearly demonstrated that the firm has a good understanding of the scope of work to be performed and the complexity of the TTC's service requirements. The TTC Contracts Section contacted references and verified that ABG successfully provides similar Mailing Services to Riverside County, which has approximately 1 million annual property tax bills, is able to handle large volumes of mailings, and is customer service focused. ABG's primary facility is located in Mira Loma, California, and its alternate facility is located in Covina, California.

The TTC has obtained a letter of intent from ABG for Mailing Services affirming their negotiated terms and conditions; therefore, they are being recommended for this Mailing Services Contract.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise Statistical Information is included in Attachment III. ABG is not a certified Small Business Enterprise/Community Based Enterprise.

The recommendation of ABG for Mailing Services is made without regard to race, creed, or color. There are no provisions for Cost of Living Adjustments in the attached Contract.

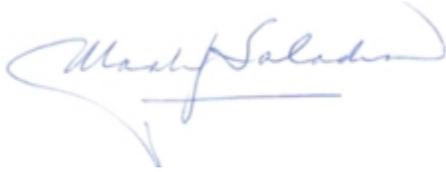
## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of the recommended Contract will ensure uninterrupted Mailing Services for the TTC.

**CONCLUSION**

Instruct the Executive Officer to return two (2) signed originals of the Contract and one (1) adopted Board letter to the TTC.

Respectfully submitted,

A handwritten signature in blue ink, reading "Mark J. Saladino", with a horizontal line underneath the name.

MARK J. SALADINO  
Treasurer and Tax Collector

MJS:WMH:EVT:mp

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

County of Los Angeles  
Treasurer and Tax Collector  
**IFB for Mailing Services**

Mailing List - Vendors Not On ISD List of Registered Vendors  
Commodity Code 91558: Mailing Services (Including Collating, Packaging, and Sorting)

	Company	Contact Name	Address	City/State	Zip	Work #	FAX #	E-mail Address
1	<b>A Mailing Services</b>		3128 Pacific Coast Highway	Torrance, Ca.	90505			
2	<b>A-1 Textiles</b>	Carol A. Moran	P.O. Box 5259	Chatsworth, Ca.	91313			
3	<b>AAA Direct Mail</b>		7741 Alabama Ave., Suite 1	Canoga Park, Ca.	91304	818 340-7287		<a href="mailto:aaa2mail@aaa2mail.com">aaa2mail@aaa2mail.com</a>
4	<b>Aames Mailing Services</b>		5068 W. Wahington Blvd.	Los Angeles, Ca.	90016	323 938-8891		<a href="mailto:aamesmailing@earthlink.net">aamesmailing@earthlink.net</a>
5	<b>Abbey Mailing Services</b>		5225 Wilshire Blvd., Suite 316	Los Angeles, Ca.	90036			
6	<b>Action Marketing, Inc.</b>	Kim Baker	550 S. Melrose Street	Pacencia, Ca.	92870			
7	<b>Advance Business Graphics</b>	Rose Mahouski	3810 Wabab Dr.	Mira Loma, Ca.	91752-1134	951 361-7000		<a href="mailto:irene.novelo@abgraphics.com">irene.novelo@abgraphics.com</a>
8	<b>Advance Direct Mail Services</b>		754 N. Maclay Avenue	San Fernando, Ca.	91340	818 365-0871		
9	<b>Aeronet Worldwide</b>	Felipe Arjonilla	P.O. Box 17239	Irving, Ca.	92623	949 474-3000	974 474-1477	<a href="mailto:sales@aeronet.com">sales@aeronet.com</a>
10	<b>All American Mail &amp; Parcel</b>		3405 Glendale Blvd.	Los Angeles, Ca.	90039			
11	<b>American Diversity</b>	Rory Frueh	2100 West Orangewood Ave.	Orange, Ca	92868	949 751-9532		<a href="mailto:rfrueh@americanmin.com">rfrueh@americanmin.com</a>
12	<b>American Mail Centers</b>	Elodia Camalich	1025 South Linwood Ave.	Santa Ana, Ca.	92705-4323	714 550-4675		<a href="mailto:brujillo@mmdirectmail.com">brujillo@mmdirectmail.com</a>
13	<b>AMG ENTERPRISES</b>	Gwenn Vallone	1978 Del Amo Blvd., Unit D	Torrance, Ca.	90501	310 782-9877	310 782-9868	<a href="mailto:amgdp@pacbell.net">amgdp@pacbell.net</a>
14	<b>Bill's Service</b>		1770 N. Highland Ave. #H	Los Angeles, Ca.	90028			
15	<b>Business Mailing Center</b>		7101 Case Ave.	North Hollywood, Ca.	91605			
16	<b>City Business Services &amp; Shipping</b>		225 East 9th Street	Los Angeles, Ca.	90015	213 612-4949		<a href="mailto:peter@cbshipping.com">peter@cbshipping.com</a>
17	<b>CLERICORP</b>	Sherry Bailey	6829 Lankershim Blvd.	North Hollywood, Ca.	91605			
18	<b>Corporate Presort</b>	Christopher L. Hayes	1000 Del Norte Blvd.	Oxnard, Ca.	93030	805 681-8974		
19	<b>Data Marketing Inc.</b>	Robert Heinrich	P.O. Box 519	Santa Clara, Ca.	95052	408 275-8300		
20	<b>Dataprose Billing Solutions</b>	Dave Jochman	1451 N. Rice Ace., Suite A	Oxnard, Ca.	93030		805 278-7421	
21	<b>Delta Express</b>		1308 Wilshire Blvd.	Los Angeles, Ca.	90017			
22	<b>Digital Media Source</b>	Victor Gonzalez	7822 Forence Ave., Suite 228	Downey, Ca.	90241			
23	<b>Direct Mail Programs</b>		5910 E. Washington Blvd.	Los Angeles, Ca.	90040			
24	<b>24/7 Direct Mailing Services</b>	Tim Mezic	7590 Ventura Canyon	Van Nuys	91402	(818) 782-5340		<a href="mailto:robert@247-direct-mail-services.com">robert@247-direct-mail-services.com</a>
25	<b>Diversified Mailing</b>		1301 Burton St.	Fullerton, Ca.	92631			
26	<b>Eagle Rock Mail Center</b>		2272 Colorado Blvd.	Los Angeles, Ca.	90041	323 256-6458		<a href="mailto:">no email per john</a>
27	<b>Enterprise Courier DBA Kayin Inc.</b>	Louis Green	26893 Bouquet Canyon Rd., Suite C #345	Santa Clarita, Ca	91350-2376			
28	<b>Executive Carrier Services</b>	Brenda Davis	3982 S. Figueroa St., Suite 205	Los Angeles, Ca.	90037			
29	<b>Fairview Construction Company</b>	David Stewart	1317 North La Brea Ave.	Inglewood, Ca.	90302	310 412-1173		<a href="mailto:davidstewart@spcglobal.net">davidstewart@spcglobal.net</a>
30	<b>Future Computer Systems, Inc.</b>	Greg D' Alessio				800 946-3274 x32		<a href="mailto:gdalessio@fcsimail.com">gdalessio@fcsimail.com</a>
31	<b>Garai Mailing Services</b>		21430 Strathem St., Unit K	Canoga Park, Ca.	91304			
32	<b>Hooven Direct Mail</b>		14527 S. San Pedro St.	Gardena, Ca.	90248			
33	<b>Integrated Management Resource</b>	David Racosky	4550 Forves Blvd., Suite 130	Lanham, Md.	20706	301 306-0502	301 306-0503	
34	<b>Johnson Energy Company</b>	Michael Johnson	1 Prestige Place, Suite 535	Miamisburg, OH	45342	937 435-5401		
35	<b>Leepack Trading Corp.</b>	Jun Lee	824 Los Angeles St., #203	Los Angeles, Ca.	90014			
36	<b>Mail Masters</b>		20611 Bleshw Ave.	Carson, Ca.	90746	310 533-0900		
37	<b>Mail Service</b>		1441 Huntington Dr.	South Pasadena, Ca.	91030			
38	<b>Mailing Masters</b>		4368 West 8th St.	Los Angeles, Ca.	90005			
39	<b>Master-Sort Inc.</b>		1831 S. Ritchey St.	Santa Ana, Ca.	92705-4713			
40	<b>Mercury Mailing Systems Inc.</b>		8223 Santa Monica Blvd.	West Hollywood, Ca.	90046			
41	<b>Metro Fulfillment, Inc.</b>	Rick Corral	27540 Ave. Mentry	Valencia, Ca.	91355			
42	<b>Meyer &amp; Son Mailing Services</b>		3930 Whiteside St.	Los Angeles, Ca.	90063			
43	<b>Millennium Direct Inc.</b>	Nathan Dyer	2840 S. Reservoir	Pomona, Ca.	91766	no longer do mailings		
44	<b>ML Hall Mailing Services</b>		13918 Valley Blvd.	La Puente, Ca.	91746	no longer do mailings w county		
45	<b>Monrovia Mailing Co.</b>		900 S. Magnolia Ave., Suite D	Monrovia, Ca.	91016			
46	<b>Monterey Business Center</b>		5904 Monterey Rd.	Los Angeles, Ca.	90042			
47	<b>Moore Business Forms</b>		3100 Bristol St., Suite 500	Costa Mesa, Ca.	92626-3051			
48	<b>Multi Business Systems</b>	Veronica Salaman	1105 W. Columbus St., P.O. Box 3039	Bakersfield, Ca	93385	760 246-5332	866 677-6899	<a href="mailto:vsalaman@multibusinesssystems.com">vsalaman@multibusinesssystems.com</a>
49	<b>Name Inc.</b>		16921 S. Western Ave.	Gardena, Ca.	90247			
50	<b>Neopost</b>	Leland E. Mc Coy	790 E. Colorado Blvd., Suite 100	Pasadena, Ca.	91101			
51	<b>On-Da-Go Express Shuttle</b>	Roslin Edwards	1946 W. 73rd St.	Los Angeles, Ca.	90047			
52	<b>Pac Pro</b>	April Johnson	11301 W. Olympic Blvd.	West Los Angeles, Ca.	90064			

County of Los Angeles  
Treasurer and Tax Collector  
**IFB for Mailing Services**

Mailing List - Vendors Not On ISD List of Registered Vendors  
Commodity Code 91558: Mailing Services (Including Collating, Packaging, and Sorting)

	Company	Contact Name	Address	City/State	Zip	Work #	FAX #	E-mail Address
53	<b>Pacific Industrial Services, Inc.</b>	Carmella Huger	3121 E. La Palma Ave., Unit Z	Anaheim, Ca.	92806			
54	<b>Postalia Inc.</b>	George Lostracco	3043 Foothill Blvd., #9	La Crescenta, Ca.	91214			
55	<b>Preferred Packaging Inc., Damji and Premji</b>	Sal Damji	11649 Pendleton St.	Sun Valley, Ca.	91352	818 768-5665		<a href="mailto:sdamji@goppi.com">sdamji@goppi.com</a>
56	<b>Professional Mailing Services</b>		2133 South Bundy Dr.	Los Angeles, Ca.	90064			
57	<b>PSI Group, Inc.</b>	John Szozda	10029 Bradley Ave.	Pacoima, Ca.	91331-4463			
58	<b>RDB Enterprises LLC</b>		P.O. Box 5233	Kansas City, MO	64112			
59	<b>Reliable Graphics, Inc.</b>	Natalie Mares	15013 Califa St.	Van Nuys, Ca.	91411-3170	818 908-0222		<a href="mailto:yannuys@e-arc.com">yannuys@e-arc.com</a>
60	<b>Rocky Lee Electric Co.</b>	Uisuk Rocky Lee	7250 Bandini Blvd., #204	City of Commerce, Ca.	90040	323 724-2639		
61	<b>S&amp;G Diversified Products</b>	Greg Green	P.O. Box 1195	Chino Hills, Ca.	91709	909 464-8554		<a href="mailto:dgreen@sgevironmental.com">dgreen@sgevironmental.com</a>
62	<b>South Bay Mailing Services</b>		1205 Bow Ave.	Torrance, Ca.	90501	310 328-1924		
63	<b>Southland Mailing</b>	Chuck Favela	44 W. Bellevue Dr., Suite 1	Pasadena, Ca.	91105-2546	626 796-1328	626 796-1365	<a href="mailto:aram@southlandmailing.com">aram@southlandmailing.com</a>
64	<b>SS Alliance, Incsupport Services</b>	Renee	2708 45th St.	Highland, In.	46322			
65	<b>Star Mailing Services</b>		3050 Rossllyn St.	Los Angeles, Ca.	90065	818 502-9966		<a href="mailto:miriam@starmailing.net">miriam@starmailing.net</a>
66	<b>Telesca Trucking Co.</b>	Maria Heinrich Telesca	2309 Torrance Blvd., #204	Torrance, Ca.	90501	310 618-9509		
67	<b>Tran Grahix &amp; Promotions, Inc.</b>	Daniel Burrola	16300 Arrow Hwy., Unit J	Irwindale, Ca.	91706	(626) 851-1930	626 851-1960	<a href="mailto:daniel@titangp.net">daniel@titangp.net</a>
68	<b>TT Mailing Service</b>		575 East Edna Place	Covina, Ca.	91723	626 915-6607		<a href="mailto:data@ttmailingservice.com">data@ttmailingservice.com</a>
69	<b>United Business Mail</b>		4551 Loma Vista Ave.	Vernon, Ca.	90058	323 301-1420		
70	<b>United Presort Services</b>		4920 Soto St.	Vernon, Ca.	90058	323 583-7000		<a href="#">out of service</a>
71	<b>Valentine Direct Mail</b>		7730 Jefferson St.	Paramount, Ca.	90723			
72	<b>Zip Direct</b>		8655 Tamarack Ave.	Sun Valley, Ca.	91352			

## Bid Detail Information

**Bid Number :** TTC IFB 2012-01 MS  
**Bid Title :** TTC Mailing Services  
**Bid Type :** Service  
**Department :** Treasurer and Tax Collector  
**Commodity :** MAILING SERVICES (INCLUDING COLLATING, PACKAGING, AND SORTING)  
**Open Date :** 1/26/2012  
**Closing Date :** 2/24/2012 4:00 PM  
**Bid Amount :** N/A  
**Bid Download :** [Available](#)  
**Bid Description :** The County of Los Angeles Treasurer and Tax Collector (TTC) is requesting bids for the provision of mailing services.

The Invitation for Bids (IFB) can be downloaded from the Internet by either accessing the County of Los Angeles' website at <http://camisvr.co.la.ca.us/lacobids>, selecting "View Open Bids", and then "List by Department," or the TTC's website at <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential Bidders should take care to download and review the entire IFB.

The IFB contains the service requirements, proposal content and format requirements, a description of the bid selection process, and a sample contract. Vendors that meet the mandatory minimum requirements identified in Paragraph 1.4, Mandatory Minimum Requirements, of the IFB, are invited to submit a bid to provide the services described further in Appendix B, Statement of Work, of the IFB. Potential Bidders should carefully review the IFB and ensure that their bid complies with all IFB requirements.

A Mandatory Bidders' Conference, to answer questions regarding the written specifications of the IFB, will be held at 10:00 a.m. Pacific Time (PT), on Tuesday, February 14, 2012, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Conference Room 140, Los Angeles, California 90012. Any vendor submitting a bid MUST ATTEND this Conference or will be disqualified. Attendees must arrive promptly. Late arrivals will be turned away.

To register to attend the Mandatory Bidders' Conference, please call Ms. Elena Villacres Torres, Contracts Section, at (213) 974-7360 or send an email to: [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov) no later than, Friday, February 10, 2012.

IFB responses must be prepared in accordance with Section 2.9, Bid Submission, of the IFB. Bids are due no later than 4:00 p.m. PT, on Friday, February 24, 2012. Bids received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

**Contact Name :** Elena Villacres Torres  
**Contact Phone# :** (213) 974-7360  
**Contact Email :** [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)  
**Last Changed On :** 1/26/2012 9:55:05 AM

[Back to Last Window](#)

**MINORITY, WOMEN, DISADVANTAGED OR DISABLED VETERAN BUSINESS  
ENTERPRISE STATISTICAL INFORMATION**

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY BIDDER  
MAILING SERVICES

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

<b>FIRM INFORMATION</b>	<b>ABG</b>	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>% of Ownership</b>	<b>No.</b>
<b>OWNERS/ PARTNERS:</b>		
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
All others	100.00%	2
Women (included above)		
<b>MANAGERS:</b>		
Black/African American		
Hispanic/Latino	3	
Asian or Pacific Islander	1	
American Indian		
Filipino		
All others	3	
Women (included above)	4	
<b>STAFF:</b>		
Black/African American		
Hispanic/Latino	16	
Asian or Pacific Islander	2	
American Indian		
Filipino	1	
All others	15	
Women (included above)	14	
<b>TOTAL NUMBER OF EMPLOYEES</b>	43	
<b>BUSINESS STRUCTURE</b>	Corporation	
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>	N/A	



**CONTRACT**

**BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES**

**AND**

**ABG ACQUISITION CORPORATION  
dba ABG MARKETING AND BUSINESS COMMUNICATIONS**

**FOR**

**MAILING SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ABG ACQUISITION CORPORATION  
DBA ABG MARKETING AND BUSINESS COMMUNICATIONS  
FOR  
MAILING SERVICES**

This Contract and Exhibits made and entered into this 17<sup>th</sup> day of April, 2012 by and between the County of Los Angeles, hereinafter referred to as "The County" and ABG Acquisition Corporation dba ABG Marketing and Business Communications, hereinafter referred to as Contractor. ABG Acquisition Corporation dba ABG Marketing and Business Communications is located at 3810 Wabash Drive, Mira Loma, CA 91752.

**RECITALS**

WHEREAS, pursuant to Government Code Section 31000, COUNTY is permitted to contract for services; and

WHEREAS, the COUNTY desires to contract with a private business for Mailing Services and the COUNTY has determined that the Mailing Services to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Mailing Services, herein after referred to as "Services;" and

WHEREAS, CONTRACTOR has submitted a bid to the TTC for the provision of Mailing Services and based upon the invitation for bids process, CONTRACTOR has been selected for recommendation for award of such Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I and J are attached hereto and form a part of this Contract (Collectively referred to herein as the “Exhibits”). In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Schedules
- 1.3 EXHIBIT C – Technical Exhibits
- 1.4 EXHIBIT D - Contractor’s EEO Certification
- 1.5 EXHIBIT E - County’s Administration
- 1.6 EXHIBIT F - Contractor’s Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

## 1.10 EXHIBIT J – Defaulted Property Tax Reduction Program

This Contract and the Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes any and all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – Change Notices and Amendments of this Contract and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** The agreement executed between the County and Contractor, which sets forth the terms and conditions for the issuance and performance of the SOW, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation, or legal entity that has entered into a contract with the County to perform or execute the work covered by the SOW, Exhibit A.
- 2.3 **Contractor Contract Administrator:** The authorized individual designated by the Contractor to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor’s Contract Manager.
- 2.4 **County Contract Administrator:** The person designated by the County with authority for the County on contractual or administrative

matters relating to this Contract that cannot be resolved by the County's Contract Manager.

2.5 **County Contract Manager:** The authorized person designated by the County's Contract Administrator to manage the operations under this Contract.

2.6 **Day(s):** Calendar day(s) unless otherwise specified.

2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County for compensation of any kind, including but not limited to, monetary compensation.

### **4.0 TERM OF CONTRACT**

4.1 The term of this Contract shall be for one (1) year commencing after execution by the County's Board of Supervisor's or June 1, 2012, whichever is later unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The TTC shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole and absolute discretion of the TTC or his/her designee as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify the TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.

## **5.0 CONTRACT SUM**

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to Contractor for the provision of Services specified herein in accordance with Exhibit B, "Pricing Schedules," and shall not exceed **\$275,000** for each Contract year throughout the Contract Term. Any adjustments to the Contract Sum shall be in accordance with sub-paragraph 8.1.2.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - SOW and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be

as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedules.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

- a) County of Los Angeles  
Treasurer and Tax Collector  
Fiscal Services, Accounts Payable  
500 West Temple Street – Room 464  
Los Angeles, California 90012

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager prior to any payment thereof. In no event shall the County be liable or responsible for any

payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (SBEs) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**6.0 ADMINISTRATION OF CONTRACT - THE COUNTY**

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown in Exhibit E.

**6.1 County's Contract Administrator**

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

**6.2 County's Contract Manager**

The responsibilities of the County's Contract Manager include:

- meeting with the Contractor's Contract Administrator on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

### **6.3 County's Contract Monitor**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Contract Administrator**

7.1.1 The Contractor's Contract Administrator is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Administrator.

7.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County's Contract Manager and the County's Contract Monitor on a regular basis.

7.1.3 The Contractor's Contract Administrator must have three (3) years of experience providing Mailing services to the County and/or other public entities.

## **7.2 Approval of Contractor's Staff**

7.2.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Administrator.

## **7.3 Office and Staff Location**

7.3.1 Contractor shall maintain an office in the State of California. The office shall be staffed with personnel assigned to provide the required services.

7.3.2 Contractor shall notify the Contract Administrator at least thirty (30) days prior to any change in office location(s) that provide Services under this Contract.

## **7.4 Background and Security Investigations**

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by the County in the County's sole and absolute discretion, may undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California

Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 The County, in its sole and absolute discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the County

policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, the County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 The Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.
- 7.5.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement”, Exhibit G2.
- 7.5.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County’s Contract Administrator.
- 8.1.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and

executed by the Board, except that the TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed ten percent (10%) of the total Contract Sum for a particular Contract year based on an increase in work volume or special projects. Any such change shall be in writing and signed by the Contractor and the TTC.

8.1.3 The Board or County's Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

8.1.4 The TTC, at his/her sole and absolute discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

## **8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its

discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole and absolute discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the

termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a the County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to The County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop and maintain procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The TTC will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the TTC requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for The County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the TTC for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Contract Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and

adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, the County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a

copy of which is attached as Exhibit H and incorporated by this reference.

**8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
  
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is

a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole and absolute discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of

the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole and absolute discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not aware of any facts that

create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING THE COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the

Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. The County policy requires business to be conducted only with Responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.12.3 **Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### 8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence which exonerates the Contractor was

discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of the County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all The County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from Contracts with the County are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (The County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **8.16 THE COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16.1 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status

required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (PL. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the

Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

### **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to the County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Treasurer and Tax Collector, Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or the County.

**8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively The County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from

sums due to Contractor or pursue Contractor reimbursement.

**8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

**8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds under each Sub-Contractor's General Liability policy. Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claim(s) made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

### **8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned automobiles, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this

coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.25.5 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and

shall not contain a requirement for an arrest and/or conviction.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the TTC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the TTC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the TTC, or his/her designee, deems are correctable by the Contractor over a certain time span, the TTC, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the TTC, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual

damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted above in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or

limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any political subdivision, including but not limited to, County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Contract Manager and/or the County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Manager or the County's Contract Administrator is not able to resolve the dispute, the TTC, or designee shall resolve it.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a

fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - the County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract including all extensions exercised by the County and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and

inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Under the California Government Code sections 6250 et seq., documents which are marked "trade secret", "confidential", or "proprietary" are exempt from disclosure under the Public Records Act. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be

otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the County without the prior written consent of the County's Contractor Administration. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives,

shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles The County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a

material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 **Financial Statements:** Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements, audited if available, for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). In addition, Contractor shall

submit a statement regarding any pending litigation since Contractor last reported same to County. County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this the County right.
- 8.40.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs

of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Contract Administrator  
Treasurer and Tax Collector  
500 W. Temple Street, Room 464  
Los Angeles, CA 90012

Before any Subcontractor employee may perform any work under this Contract.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to the County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in

its sole and absolute discretion, to be in the County's best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

#### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of The County's Contract Administrator:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of

God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or indirectly through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service and the provision of travel or entertainment, or tangible gifts.

## **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract immediately on the occurrence of any of the following events:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.46 TERMINATION FOR NON-ADHERENCE OF THE COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm

as defined in the County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, the County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or the County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole and absolute discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON- APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with the County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this

contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to the County Code Chapter 2.206.

#### **8.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 WARRANTY AGAINST CONTINGENT FEES**

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to immediately terminate this Contract and, at its sole and absolute discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **8.52 WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining

or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of Los Angeles County Code (Determinations of

Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

## **9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a the County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If the Contractor has obtained the County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

**9.3 USE OF COUNTY SEAL AND/OR TTC’S LOGO**

The County claims right, title and interest in and to certain intellectual property, including but not limited to the current and former County seals and the TTC logos (hereafter collectively "County Seals"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

**9.4 GREEN INITIATIVES**

9.4.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

9.4.2 Contractor shall notify County’s Contract Manager of Contractor’s new green initiatives prior to the contract commencement.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:  
ABG Acquisition Corporation  
dba ABG Marketing and Business  
Communications

By [Signature]  
Name  
CEO  
Title

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

THE COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

77755

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By [Signature]  
DEPUTY



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

John F. Krattli  
Acting County Counsel

18

APR 17 2012

By [Signature]  
Senior Associate County Counsel

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**CONTRACT EXHIBITS FOR  
MAILING SERVICES**

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# **EXHIBIT A**

## **STATEMENT OF WORK**

**EXHIBIT A – STATEMENT OF WORK**

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## **MAILING SERVICES STATEMENT OF WORK**

### **1.0 SCOPE OF WORK (SOW)**

- 1.1 Beginning in late September of each Contract term, the Contractor shall be required to assemble and meter approximately 2.3 million annual property tax bills for the County of Los Angeles (County). Each of the mailing envelopes may be filled with up to seven (7) items that may include the original tax bill, two (2) return envelopes and up to four (4) inserts. Additionally, the Contractor shall be required to assemble and meter various as-needed mailings throughout any Contract term.
- 1.2 The Contractor shall be responsible to fold, insert bills or other documents as well as accompanying inserts and return envelopes into mail-out envelopes without damage and according to the Treasurer and Tax Collector (TTC) instructions and meter the envelopes for the appropriate amount of first class postage. The Contractor shall make the completed jobs available either for pickup by the TTC and/or County Contractor who provides pre-sort mailing services or delivers mailing jobs to a United States Post Office in a manner and at a time directed by the TTC.
- 1.3 The Contractor shall be responsible for the accurate count (per piece count) of all printed material (e.g., accountability for every property tax bill) picked up from the County's current print provider, the Los Angeles County Internal Services Department (ISD), and all mail picked up by the pre-sort Contractor. The Contractor shall also be responsible for the accurate count (per piece count) of completed jobs made available either for pick up by the TTC and/or pre-sort Contractor or delivery of mail jobs to a United States Post Office. The Contractor shall complete the Daily Recap Report (Technical Exhibit A-2), reflecting an accurate count of all mail picked up and/or delivered to a location.
- 1.4 The Contractor shall be responsible for the assembly of Certified Mail documents. The Contractor shall assemble approximately 50,000 to a

100,000 Certified Mail documents related to the required Notice of Auctions and predicated by auction dates, which are subject to legally mandated timeframes.

- 1.5 The following tables are for informational purposes only. It does not guarantee the Contractor a minimum or maximum amount of any mailings in any Contract year. The TTC reserves the right to perform any or all of the required services in-house at its sole discretion.

<b>APPROXIMATE NUMBER OF 2010 TAX BILL MAILINGS</b>	
<b>TYPE OF BILL/NOTICE</b>	<b>TOTAL NUMBER*</b>
Single Owner	1,502,600
Information Notices	717,800
Multiple Owner	121,800
Multiple Single Owner	7,300
"500" Accounts	2,400
Public Utilities	500
Exceptions	8,300
<b>TOTAL</b>	<b>2,360,700</b>

<b>SECURED TAX CERTIFIED MAILINGS</b>	
<b>TYPE OF BILL/NOTICE</b>	<b>APPROXIMATE NUMBER*</b>
Impending Notice	7,500
Notice of Auction - (Certified Mail)	50,000 – 100,000
Excess Proceeds Notice	5,000 – 10,000
Sealed Bid Packages	100 – 5,000
<b>TOTAL</b>	<b>62,600 – 122,500</b>
<b>SECURED TAX NON-CERTIFIED MAILINGS</b>	
<b>TYPE OF BILL/NOTICE</b>	<b>APPROXIMATE NUMBER</b>
Courtesy Notice	5,000

\*Numbers are rounded to the nearest 100.

- 1.6 The Contractor shall be responsible to assemble, match, and attach certified/registered mailing receipts (e.g., Domestic Return Receipt,

Certified Mail Receipt), and deliver to a United States Post Office Secured Property Mailings within the mailing deadlines as directed by the TTC.

- 1.7 The Contractor shall have facilities and process mail relating to this Contract in either in Los Angeles County or in one of the following counties: Kern, Orange, Riverside, San Bernardino, or Ventura. The Contractor shall be able to pick up and deliver mailing supplies or processed mail to the TTC approved locations in Los Angeles County.

## **2.0 QUALITY CONTROL**

- 2.1 At the TTC's option and prior to initiating live production, the Contractor shall complete a successful test run to ensure that the performance standards outlined in the Performance Requirements Summary (PRS), (Technical Exhibit A-1), and specifications according to the TTC instructions can be met. The TTC will make available to the Contractor sample bills, inserts, and envelopes for the test runs in the quantity the TTC deems appropriate. The Contractor shall be responsible for all other necessary supplies, materials, equipment, and vehicles required to perform the services pursuant to this Contract.
- 2.2 Additionally, the Contractor shall establish, maintain, and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted for review within one (1) business day following notice of recommendation of contract award, to be approved by the TTC Contract Administrator prior to completion of successful contract negotiations. The Contractor shall provide Plan updates/changes to the TTC Contract Administrator within five (5) business days of such update or change. The Plan shall include, but may not be limited to, the following:

- 2.2.1 Method of monitoring to ensure that Contract requirements are being met including, but not limited to, all the items listed on the PRS.
- 2.2.2 The activities to be monitored by the Contractor, and if the monitoring will be either scheduled or unscheduled, the minimum frequency, and the title of the individual(s) performing the monitoring.
- 2.2.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- 2.2.4 The methods used by the Contractor for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract.
- 2.2.5 A contingency plan for providing continuing services to the TTC in the event of an emergency that disrupts the Contractor's operations. This plan shall include notifying the TTC immediately of any catastrophe, disaster or anticipated delay.
- 2.2.6 Security procedures approved by the TTC and maintained to ensure the protection of all mailing services documents, postage and envelopes in the Contractor's possession against theft, fire, water or any other damage or loss by any cause. The Contractor shall also take measures to protect and keep confidential any information that may be contained on any mailing documents.
- 2.2.7 A file maintained by the Contractor of all the inspections conducted by the County and, if necessary, the corrective action taken. This file shall be made available, upon request by the County, throughout the term of the Contract.

### **3.0 QUALITY ASSURANCE PLAN**

3.1 The TTC will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.16, the County's Quality Assurance Plan, and the procedures specified in the PRS, or other such procedures as may be necessary to ascertain the Contractor compliance with this Contract. The TTC will appropriately document any Contract compliance deficiencies and will communicate them in writing to the Contractor in a timely fashion, so that the Contractor may make appropriate adjustments to correct the deficiencies. However, the County's failure to notify the Contractor in a timely manner shall not relieve the Contractor of their responsibility to comply with this Contract.

#### **3.2 Quality Control Meetings**

The County's Contract Administrator may require the Contractor's Project Manager and/or the Contractor's staff to attend various meetings to discuss the Contractor's performance and/or other issues directly relating to this Contract. The Contractor's failure to attend will cause an assessment of \$50.00 per meeting that may be deducted from any amounts owed the Contractor.

#### **3.3 Contract Discrepancy Report/Corrective Action Plan**

3.3.1 The County Contract Manager shall monitor the Contractor's performance based on, but not limited to, the PRS. If at any time during the term of the Contract, the work does not meet the performance standards, the County Contract Manager may prepare a Contract Discrepancy Report (CDR) (Technical Exhibit A-5) and issue the CDR to the Contractor. The Contractor shall respond to the CDR within five (5) business days from receipt of the CDR with a Corrective Action Plan (CAP) that details how the discrepancy(ies) will be remedied by the Contractor.

3.3.2 County Contract Manager shall review the CAP and notify the Contractor if the CAP is acceptable to the County. If the CAP

is not received within five (5) business days or is not acceptable to the County, the County Contract Manager may instruct the Contractor of the necessary actions and time frames that shall be taken to correct any discrepancies.

3.3.2.1 If the Contractor does not comply with the approved CAP and within the time frame stated therein, or upon reoccurrence of the same incident, the County may issue a letter indicating its intent to terminate the Contract. The Contractor may appeal this action in writing within 10 business days from receipt of the County notice. The County will consider appeals received timely and will notify the Contractor of the County's decision in writing. Termination will be in accordance with one (1) or more of the provisions set forth in the Contract regarding termination. The County's decision will be final.

#### **3.4 County Observations**

In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **4.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **4.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include, but may not be limited to:

4.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

- 4.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 4.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.1, Change Notices and Amendments.

#### **4.2 Furnished Items**

- 4.2.1 The County and/or a County preprinted material provider shall make available to the Contractor the following items:
  - 4.2.1.1 Funds for postage
  - 4.2.1.2 Preprinted Bills
  - 4.2.1.3 Inserts
  - 4.2.1.4 Envelopes
  - 4.2.1.5 Or other such mailing materials (e.g., preprinted labels, Domestic Return Receipts, Certified Mail Receipts).

It is the Contractor's responsibility to arrange/confirm pick up or delivery of these items.

#### **CONTRACTOR**

#### **4.3 Contractor's Contract Administrator**

- 4.3.1 The Contractor shall provide a full-time Contract Administrator. The County must have access to the Contractor's Contract Administrator or approved alternate during normal business hours, Monday through Friday from 8:00 a.m. until 5:00 p.m., except during mailings, the Contractor's Contract Administrator or approved alternate shall be available by telephone 24 hours per day, seven (7) days per week.
- 4.3.2 The Contractor's Contract Administrator shall act as a central point of contact with the County. The Contractor's Contract Administrator shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- 4.3.3 The Contractor's Contract Administrator and the County approved alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Contract Administrator and the

County approved alternate shall be able to effectively communicate, in English, both orally and in writing.

#### **4.4 Contractor's Personnel**

- 4.4.1 The Contractor shall assign a sufficient number of employees to perform the required work.
- 4.4.2 The Contractor shall assign and maintain a Contract Manager that is acceptable to the County and that meets the following minimum requirements:
  - 4.4.2.1 Have at least three (3) continuous full years of verifiable experience providing the services or services equivalent in scope and volume to the services listed in this Statement of Work (SOW).
  - 4.4.2.2 Shall be able to read, speak and understand English in a manner sufficient to conduct business with the TTC.
- 4.4.3 The Contractor may also assign an alternate Contract Manager that meets the above minimum requirements and is acceptable to the County.
- 4.4.4 All personnel providing services in conjunction with this Contract shall be required to sign the appropriate Employee Acknowledgement and Confidentiality Agreement as set forth in the Contract Exhibits G1 and G2. During the term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator.
- 4.4.5 All Contractor staff working on this Contract at the TTC's discretion may be required to pass a Department of Justice Clearance or other background clearance in accordance with sub-paragraph 7.4, Background and Security Investigations, of the Contract.
- 4.4.6 The Contractor shall be responsible for immediately removing and replacing within 24 hours any employee working on this

Contract when requested to do so by the TTC Contract Administrator.

- 4.4.7 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Contractor assigned to this Contract who in the opinion of TTC is unsatisfactory, shall immediately be removed from servicing the Contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions of the Contract, Paragraph 8.40, are met.

#### **4.5 Required Reports and Invoicing**

- 4.5.1 Daily Recap Reports
- 4.5.1.1 During any mailing, the Contractor shall provide on a daily basis a Daily Recap Report (Technical Exhibit A-2). The Contractor shall sign and complete the Daily Recap Report for the previous day's activities and fax or e-mail it to the Contract Manager as set forth in Exhibit C of the Contract, and any other TTC designee as requested by the TTC by 9:00 a.m. the following business day.
- 4.5.2 Postage Recap Reports
- 4.5.2.1 The Contractor shall fax or e-mail to the Contract Manager, as set forth in Exhibit C of the Contract, within three (3) calendar days of the completion deadline, a Postage Recap Report (Technical Exhibit A-3).
- 4.5.2.2 The Contractor shall mail the original Postage Recap Report within three (3) business days to:
- Treasurer and Tax Collector  
Administrative Services Division  
500 West Temple Street, Room 464

Los Angeles, CA 90012

With a copy to:

Treasurer and Tax Collector

Fiscal Services Division

500 West Temple Street, Room 464

Los Angeles, CA 90012

- 4.5.2.3 If postage for a specific job was overestimated, the variance shall be reported to the TTC Contract Monitor. The TTC Contract Monitor shall direct the Contractor to refund the overestimated postage amount or retain the postage amount for future TTC mailing jobs.
- 4.5.2.4 If the Contractor applies excessive postage to any mailing, the Contractor shall refund the TTC by check upon discovery by the Contractor or the County.
- 4.5.2.5 If any mailings are returned to the TTC by the United States Post Office as undeliverable due to the Contractor's error including, but not limited to, the address not visible through window or inadequate postage, at the TTC's option, the Contractor shall either credit the TTC on the Contractor's next invoice or pay directly to the TTC the amount equal to the postage and the per item construction cost.
- 4.5.2.6 The Contractor shall be responsible for the accurate tracking and reporting to the TTC Contract Monitor of all damaged and/or spoilage of mail during processing. The Contractor shall reimburse the TTC for postage of all damaged and/or spoilage of mail.

#### 4.5.3 United States Post Office Mailing List

In conjunction with sub-paragraph 6.11 below, Secured Property Division Mailing, and mailings associated with tax defaulted property auctions, the TTC's Secured Property Division will provide the Contractor a United States Post Office Mailing List. This list includes the addressee, addresses, and Certified Mailing Receipt number for each piece of certified mail to be processed by the Contractor. The Contractor shall utilize this list to match each piece of mail to the appropriate certified mailing receipts. The Contractor shall have the United States Post Office acknowledge and verify the receipt of the mailings by appropriately completing the United States Post Office Mailing List. The Contractor shall return the United States Post Office Mailing List within three (3) business days of completion to the Contract Manager or other TTC designee as directed by the Contract Manager.

#### 4.5.4 Firm Mailing Book Pages

4.5.4.1 The Contractor shall provide the TTC with a mutually agreeable method for detailing the International/Registered Mail pieces, e.g., copies of the completed PS Form 3877, Firm Mailing Book. The certified listing and/or Firm Mailing Book copies shall include the addition of the Auction Item Number as well as the existing fields for Registered Mail Article Number, the Addressee Name, and Address.

4.5.4.2 The Contractor shall have the United States Post Office appropriately complete each page of the Firm Mailing Book verifying the receipt of mailings.

4.5.4.3 Copies of each page shall be faxed to the County Contract Manager or other TTC designee as directed by the County Contract Manager within three (3) business days of the mail processing date.

#### 4.5.5 Invoices

4.5.5.1 The Contractor shall prepare and submit an invoice for each mailing job and submit it in accordance to sub-paragraph 5.5, Invoices and Payments, of the Contract.

4.5.5.2 Invoices at a minimum shall contain the following:

- The Contractor name
- The Contractor address
- The Contractor remittance address, if different
- TTC's Name
- TTC's address
- The Contractor's Customer Number (to be assigned by the TTC)
- The Contractor's Tax Identification Number
- Date of Invoice
- Invoice number
- Date of Mailing Job Completion
- Name of Mailing Job and/or Job Number
- Itemized Description (Task performed)
- Quantity of work completed
- Unit price per job/task
- Number of damaged items and credit amount
- Credit for Post Office Returns
- Total dollar amount of job
- Total billed amount

4.5.6 As directed by the TTC, the Contractor shall credit current invoice or pay directly to the County all costs associated to reconstruct damaged mailings including, but not limited to, postage.

4.5.6.1 The Contractor shall set aside all damaged/spoilage items including, but not limited to, damaged property

tax bills, postage metered envelopes, non-metered envelopes, and inserts and deliver these items to the TTC on a daily basis, or as directed by the TTC.

#### **4.6 Identification Badges**

4.6.1 Any time the Contractor's employee(s) is on the County designated property, the Contractor shall furnish and require such employee to wear a visible photo identification badge, identifying employee by name, physical description, and company.

#### **4.7 Materials, Facilities, Vehicles, Supplies and Equipment**

4.7.1 The purchase, lease, or acquisition and maintenance of all materials, facilities, vehicles, supplies and equipment to provide the needed services that are not listed below, and/or specifically provided by the County, are the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee(s). The Contractor shall maintain a facility(s) that is adequate to provide the quantity and quality of services required in this Contract. This includes, but not limited to, a facility with at least one (1) loading dock that is accessible to the County and/or another County vendor/Contractor, a receiving area(s) and secure and adequate storage capabilities for all mailing documents, and envelopes and inserts in the quantities necessary for each mailing. The Contractor shall also ensure that employees keep any information that may be contained on any mailing confidential.

#### **4.7.2 Postage**

4.7.2.1 Prior to each mailing, the TTC will estimate the amount of postage necessary for each mailing and issue a Los Angeles County warrant made out to U.S. Postmaster, for the Contractor to purchase

the required postage. If postage for a specific job was overestimated, the variance shall be reported to the TTC Contract Monitor. The TTC Contract Monitor shall direct the Contractor to refund the overestimated postage amount or retain the postage amount for future TTC mailing jobs.

4.7.2.2 Starting around the end of September of each Contract term, Property Tax Bills will be printed at a rate of approximately 300,000 per day, including weekends, by the County ISD Printing Operation.

4.7.2.2.1 The Contractor shall pick up all available printed bills from ISD every business day or as directed by the TTC at the following location:

Internal Services Department  
Computer Output Services  
9150 E. Imperial Hwy.  
Downey, CA 90242

4.7.2.2.1.1 The TTC will advise the Contractor of the first date bills will be available for pick up.

4.7.2.2.1.2 The Contractor shall verify and acknowledge the receipt of each box number, the number of boxes, and the number and sequence of bills received as directed by the TTC.

4.7.2.2.1.3 The Contractor shall make all reasonable efforts to ensure the security and protection of all mailing services documents and envelopes in its possession at all times including,

but not limited to, protection from fire, water, theft or other catastrophe.

4.7.2.2.2 Printed bills will be boxed and may be on pallets. The individual boxes are numbered and each is labeled with the beginning and ending sequence numbers of the bills contained in that box.

4.7.2.2.3 Reprints of damaged bills may not be on pallets depending on the quantity. However, the Contractor shall still be responsible for picking up the reprinted bills on a daily basis or as directed by the TTC.

4.7.2.2.4 The Contractor shall notify the TTC immediately when a discrepancy in the size, description and/or quantity of supplies received/picked up.

4.7.3 The County reserves the right to change the dimensions and/ or quantity of inserts, envelopes or bills to be used in the annual tax bill(s) or other mailings. The County may also change or otherwise modify instructions given to the Contractor regarding a specific job.

4.7.4 The County reserves the right to change the pickup location and/or printer of the annual tax bills. The Contractor will be notified upon a change in pickup location and/or printer.

4.7.5 At the TTC's sole option, the TTC may arrange for standard supplies, such as envelopes to be delivered directly to the Contractor from the supplier. In such instances, the Contractor is responsible for verifying that the size, kind, and quantity of supplies delivered meet the TTC's specifications for the mailing job. The Contractor shall sign and date each

packing slip acknowledging the receipt of items and that the size, quantity, and kind of supplies are correct. Signed and dated copies of the packing slips shall be mailed to the TTC within three (3) business days to:

Treasurer and Tax Collector  
Procurement  
Attn: Supply Officer  
500 West Temple Street, Room 137A  
Los Angeles, CA 90012

4.7.5.1 If the TTC does not make such arrangements, the Contractor shall be responsible to pick up the County provided items, including but not limited to, all mailing items from the County and/or another County vendor/Contractor location as directed by the TTC.

4.7.5.2 All excess materials (eg. envelopes, inserts) shall be returned by the Contractor to the TTC.

#### **4.8 Training**

The Contractor's employees shall be instructed and trained in their assigned tasks and in the safe handling of equipment as applicable. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards. The Contractor shall train employees on keeping confidential information contained in any mailing document.

#### **4.9 Contractor's Office**

The Contractor shall maintain an office with a working telephone line in the Contractor's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

**The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

## **5.0 HOURS/WORK DAY**

The Contractor shall maintain days and hours of operation and staffing sufficient to complete all services within the time frames directed by the TTC. This includes, but is not limited to, weekends and holidays. The following are the usual observed County holidays; however, the Contractor may be required to work one (1) or more County holidays in order to meet the requirements of this Contract:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

### **5.1 Days of Operation**

The Contractor shall be required to provide Mailing Services up to seven (7) days a week, 24 hours per day, if necessary, to meet the requirements of the Contract. The Contractor may be required to provide services on County recognized holidays. A list of the County holidays is included in Paragraph 5.0 of the SOW.

## **6.0 SPECIFIC WORK REQUIREMENTS**

6.1 The Contractor shall be responsible to accurately assemble mailings according to the TTC's instructions and with visible mailing addresses on all mailings.

- 6.2 The Contractor shall be responsible for the accurate count (per piece count) of all mail picked up from ISD and all mail picked up by the pre-sort Contractor. The Contractor shall also be responsible for the accurate count (per piece count) of completed jobs made available either for pick up by the TTC and/or pre-sort Contractor or delivery of mail jobs to a United States Post Office.
- 6.3 When requested by the TTC, the Contractor will prepare Certified and Registered Mail documents in conjunction with specifically identified mailing jobs. The Contractor shall ensure that the proper postage is metered on the outgoing envelopes and that the proper Certified/Registered Mail documents (i.e., stickers and return receipts) are affixed to the mailings. The TTC will supply all needed Certified and Registered mail documents. The Contractor shall undertake a 100% inspection of the finished mailing, ensuring that Certified labels and Return Receipts are attached along with the appropriate postage.
- 6.4 The Contractor shall assemble all mailings without excessive damage, e.g., torn, crumbled, ripped, mutilated, and/or in the TTC's determination the item is not suitable for mailing. Damage shall not exceed 0.075% of total mailings. The Contractor is expected to assemble Certified/Registered mailings without damage. The Certified/Registered Mail requires manual hand matching of documents. The Contractor shall be responsible for reimbursing the TTC for all costs associated with reconstruction of any damaged mailings.
- 6.5 The Contractor shall pick up/deliver any County supplied materials for each mailing in the time frame and as directed by the TTC.
- 6.6 According to the TTC's instructions, the Contractor shall ensure that mailings are ready for pick up by the County Contractor who provides pre-sort mailing services at the time, manner and in the quantity required or delivered to a United States Post Office and mailed out by the deadline provided by the TTC.
- 6.7 Any discrepancy in any mailings shall be immediately reported to the Contract Administrator.

- 6.8 The Contractor shall report all damage/spoilage to the TTC on a daily basis.
- 6.9 All surplus and unused supplies provided by the TTC to the Contractor including, but not limited to, envelopes, inserts, and Certified/Registered mail documents shall be returned to the TTC within two (2) business days after a particular mailing job is complete, unless otherwise directed by the TTC. In the event there is a surplus of standard supplies, which will be utilized for a subsequent TTC mailing, the Contractor may be instructed to retain these items in their warehouse.
- 6.10 Property Tax Bills
- 6.10.1 The Contractor shall assemble the following types of annual tax bills/notices:
- 1) Single Owner Tax Bills and Inserts
  - 2) Information Notices and Inserts
  - 3) Multiple Single Bills
  - 4) Multiple Owner Bills
  - 5) "500" Account Bills
  - 6) Public Utilities Bills
  - 7) Exception/Miscellaneous Bills
- 6.10.1.1 The TTC reserves the option to add or delete the types of annual tax bills/notices the Contractor shall be responsible for assembly.
- 6.10.1.2 The County provided materials for the annual tax bill mailing are listed on Technical Exhibit A-4. Specifications for various envelopes, bills and inserts are as follows:
- 6.10.2.1 **Mail-out envelope** (#132J) 4<sup>13/16</sup>" X 8<sup>1/4</sup>", #10 window envelope;
- 6.10.2.2 **Manila envelope**, 12" x 15<sup>1/2</sup>", brown Kraft, provided with appropriate mailing labels;
- 6.10.2.3 **Property tax bill**, 8<sup>1/2</sup>" x 14", provided as a flat sheet, to be folded according to the TTC's instructions;
- 6.10.2.4 **Property tax information notice**, 8<sup>1/2</sup>" x 14", provided as a flat sheet, to be folded according to the TTC's instructions;

- 6.10.2.5 **The TTC informational insert**, 8½” x 35/8”, no folding necessary;
- 6.10.2.6 **Assessor informational insert**, 8½” x 35/8”, no folding necessary;
- 6.10.2.7 **Return envelope**, (141J);
- Note:** During the term of this Contract and at the TTC’s sole option, any of the items, number of items and/or specifications may change.
- 6.10.3 The Contractor shall fold; insert bills, accompanying inserts, and appropriate return envelopes into mail-out envelopes according to the TTC instructions and as not to damage the payment coupon. The Contractor shall appropriately postmark and meter the mail-out envelope with the postage rate as directed by the TTC.
- 6.10.4 Multiple Owner and “500” Account Bills will be printed in group order (i.e., bills and notices going to the same address will be printed in a group); the Contractor shall be responsible for manually sorting these bills and stuffing the groups into appropriate envelopes/box, and affixing the matching mailing labels. Labels will be pre-printed Avery standard shipping labels or equivalent and will be printed in the same group order as the mailing pieces.
- 6.10.5 Multiple Single, and Multiple Owner bills carry the same code number identifying it as a multiple; therefore, the Contractor shall manually separate them according to the individual recipient information.
- 6.10.6 “500” Accounts Bills carry a more specific code identifying the recipient, and in sequential numerical order (i.e., 501, 502, etc.). The Contractor shall manually separate these bills and attach the corresponding mailing labels. The mailing labels will indicate the number of bills per coded recipient and also the appropriate postage amount necessary for each group.

- 6.10.7 For each annual tax bill mailing during the term of this Contract, the Contractor shall assemble, meter, and have ready for pick up a minimum of 165,000 envelopes daily, including weekends and holidays, until the job is complete.
- 6.10.8 Each day during the annual tax bill mailing, the Contractor shall fax a completed Daily Recap Report, reporting for the previous day.
- 6.10.9 The Contractor shall make assembled and metered mailings available for pick up by the County presort Contractor and/or deliver mailings to a United States Post Office at a time and manner instructed by the TTC.
- 6.10.10 The Contractor shall report the total number along with sequence numbers of damaged bills to the TTC prior to returning items to the TTC.

#### 6.11 Secured Property Division Mailing

- 6.11.1 Throughout the year the Contractor may be required to assemble various Secured Property Mailings, match and attach certified/registered pre-printed cards and receipts with the addressee and deliver mailings to a United States Post Office within the mailing deadlines given by the TTC. These mailings may require manual sorting and matching. Secured Property Mailings may include, but are not limited to, the following:
  - 6.11.1.1 Courtesy Notice.
    - 6.11.1.1.1 Mailed in or around March or April each year by the deadline given by the TTC.
    - 6.11.1.1.2 Approximately 5,000 pieces.
    - 6.11.1.1.3 Sent 1<sup>st</sup> Class Mail.
    - 6.11.1.1.4 #10 Window mail-out envelope.
    - 6.11.1.1.5 8 ½" x 11" notice folded and inserted so that address is visible through the mail-out envelope window.

- 6.11.1.1.6 #9 return envelope insert.
- 6.11.1.2 Impending Notice.
  - 6.11.1.2.1 Mailed in or around April or May each year by the deadline given by the TTC.
  - 6.11.1.2.2 Approximately 6,500 pieces.
  - 6.11.1.2.3 Sent Certified Mail.
  - 6.11.1.2.4 Certified/Registered receipts matched to addressee.
  - 6.11.1.2.5 #10 Window mail-out envelope.
  - 6.11.1.2.6 8 ½" x11" notice folded and inserted so that the address is visible through the mail-out envelope window.
  - 6.11.1.2.7 Fold two 8 ½ "x 11" inserts.
  - 6.11.1.2.8 # 9 return envelope insert.
- 6.11.1.3 Notice of Auction.
  - 6.11.1.3.1 Mailed twice per year by the deadline given by the TTC.
  - 6.11.1.3.2 Approximately 50,000 to 80,000 pieces.
  - 6.11.1.3.3 Sent Certified Mail.
  - 6.11.1.3.4 Certified/Registered Receipts matched to addressee.
  - 6.11.1.3.5 #10 Window mail-out envelope.
  - 6.11.1.3.6 8 ½ "x 11" notice folded and inserted so that the address is visible through the mail-out envelope window.
  - 6.11.1.3.7 # 9 return envelope insert.
- 6.11.1.4 Excess Proceeds Notice
  - 6.11.1.4.1 Mailed twice per year by the deadline given by the TTC.
  - 6.11.1.4.2 Approximately 5,000 to 10,000 pieces.
  - 6.11.1.4.3 Sent Certified Mail.

- 6.11.1.4.4 Certified/Registered Receipts matched to addressee.
- 6.11.1.4.5 #10 window mail-out envelope.
- 6.11.1.4.6 8 ½" x 11" insert folded and inserted so that the address is visible through the mail-out envelope window.
- 6.11.1.4.7 One legal size (8½" x 14") insert folded.
- 6.11.1.4.8 #9 return envelope insert.
- 6.11.1.5 Sealed Bids Sale.
  - 6.11.1.5.1 As needed, approximately every other year.
  - 6.11.1.5.2 Approximately 5,000.
  - 6.11.1.5.3 Sent Certified Mail by the deadlines indicated by the TTC.
  - 6.11.1.5.4 Multiple 8 ½" x 11" inserts (unfolded).
  - 6.11.1.5.5 Manila or Kraft Mail-out envelope.
  - 6.11.1.5.6 Mailing labels provided by the TTC.
  - 6.11.1.5.7 Certified/Registered receipts matched to addressee.

**Note:** During the term of this Contract and at the TTC's sole option, any of the items, number of items and/or specifications may change.

#### 6.11.2 Furnished Items

The County and/or a County preprinted material provider shall make available to the Contractor the following items:

- 6.11.2.1 Funds for postage
- 6.11.2.2 Preprinted Notices
- 6.11.2.3 Inserts
- 6.11.2.4 Envelopes
- 6.11.2.5 Or other such mailing materials (e.g., preprinted labels, Domestic Return Receipts, Certified Mail Receipts).

It is the Contractor's responsibility to arrange/confirm pick up or delivery of these items.

6.11.3 The Contractor will prepare Certified and Registered Mail documents in conjunction with each specifically identified mailing job. The Contractor shall ensure that the proper postage is metered on the outgoing envelopes and that the proper Certified/Registered mail documents (i.e., stickers and return receipts) are affixed to the mailings. The TTC will supply all needed Certified and Registered mail documents. The Contractor shall undertake a 100% inspection of the finished mailing, ensuring that Certified labels and Return Receipts are properly and securely attached and verify the appropriately metered postage. Failure of the Contractor to correctly affix Certified/Registered Mail documents may result in termination of the Contract.

6.11.4 The Contractor shall manually separate foreign/international mail from regular certified mail. The Contractor shall complete a Foreign Certified Mail receipt using the information provided by the TTC for each piece of foreign/international mail and match the Foreign Certified Mail receipt to the appropriate piece of mail.

6.11.5 Any discrepancy shall be reported to the Contract Administrator immediately.

## 6.12 As-needed Mailings

The Contractor may be required to perform as-needed mailings throughout the Contract term as directed by the TTC. However, the TTC does not guarantee a minimum or maximum of as-needed mailings. The time frame for completion of as-needed mailing is usually three (3) to five (5) business days.

6.12.1 As-needed mailings may include other one-time or recurrent mailings. For any as-needed Mailing, the Contractor may be required to:

- Deliver as-needed mailings to a United States Post Office for mailing as directed by the TTC;

- Make as-needed mailings available for pick up by another TTC vendor as directed by the TTC; and/or
- Make available or deliver as-needed mailings to the TTC as directed by the TTC.

6.12.2 Pricing for as-needed mailings shall be in accordance with Exhibit B, Pricing Schedules. The Contractor shall provide as-needed mailings that are similar to those listed on Exhibit B, for the prices listed on Exhibit B. If the TTC agrees that a mailing is not similar to a mailing listed on Exhibit B, the TTC may negotiate a price for the mailing. If a price is successfully negotiated, that mailing description along with the price shall be incorporated into Exhibit B, Pricing Schedules, and shall remain firm and fixed for the remainder of the Contract.

## **7.0 PERFORMANCE REQUIREMENTS SUMMARY**

7.1 All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and/or the SOW, that apparent service will be null and void and place no requirement on the Contractor.

7.2 At the County's discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply non-performance remedies that may include, but are not limited to, the following:

- Require the Contractor to implement a CAP, subject to approval by the County. In the CAP, the Contractor must

include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the assessment in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within 10 days or the time frame specified by the TTC, shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice(s) under this Contract or any other County contract.
- At the County's option, require the Contractor to enter into a repayment plan with the County for any overpayments that the Contractor received.

7.3 This Paragraph does not preclude the County's right to terminate this Contract upon 10 days' written notice with or without cause, as provided for in this Contract, Paragraph 8.42, Termination for Convenience.

## **8.0 COUNTY QUALITY MONITORING**

On an ongoing basis, the Contractor's performance will be compared to the Contract standards and the Maximum Allowable Deviation (MAD) set forth in the PRS. The TTC may use a variety of inspections methods to evaluate the Contractor's performance. These methods may include, but are not limited to:

- 1) User complaints.
- 2) 100% inspection of completeness and quality of work on a periodic basis.
- 3) Reconciliation of Daily Recap Report (reconcile the per piece count of all mail).
- 4) 100% inspection of Secured Property Certified/Registered Mailings for each mailing.
- 5) Adherence to the County policies, procedures, rules and regulations.

## **9.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE**

Performance of a listed service is considered satisfactory when the number of discrepancies found either by the TTC through Contract monitoring or other means does not exceed the MAD standards. When performance is unsatisfactory, the TTC may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within five (5) working days, explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Contract Administrator will evaluate the written response and at his/her sole discretion, determine whether the Contractor shall be responsible for full payment, partial payment, or if the Contract termination process is applicable.

## **EXHIBIT B**

### **PRICING SCHEDULES**

**ANNUAL PROPERTY TAX BILL**

INSERT THESE ITEMS							
DOCUMENT	FOLD DOCUMENTS	TAX BILL/NOTICE	TTC INFORMATION NOTICE	ASSESSOR INFORMATION NOTICE	RETURN ENVELOPE (\$)	POSSIBLE ADDITIONAL INSERTS	COST PER UNIT
Property Tax Bill and Inserts	Yes	Yes	Yes	Yes	Yes	Yes	\$0.0124
Information Notice and Inserts	Yes	Yes	Yes	Yes	Yes	Yes	\$0.0124
Multiple Single Bill and Inserts	Yes	Yes	Yes	Yes	Yes	Yes	\$0.0338
Multiple Owner Bill and Inserts	No	Yes	Yes	Yes	No	Yes	\$0.0675
500 Account Bills	No	Yes	No	No	No	No	\$0.0315
Public Utilites Bills	Yes	Yes	No	No	Yes	Yes	\$0.0383
Exception/Misc.Bills	Yes	Yes	Yes	Yes	Yes	Yes	\$0.0124

**SECURED PROPERTY MAILINGS**

Secured Property Mailing	#10 White Mail-Out	Manila	Fold and insert 8-1/2x11" Notice	Insert Return Envelope	Other Inserts	Deliver to USPS	Prepare for Pickup from Presort Contractor	Frequency	Estimated Volume Per Frequency	Certified/Registered Mail	Cost Per Unit
Courtesy Notice	Yes	N/A	Yes	Yes	N/A	No	Yes	Annually	5,000	No	\$0.2175
Impending Notice	Yes	N/A	Yes	Yes	(2) 8.5 x11 folded	Yes	No	Annually	6,500	Yes	\$0.5693
Notice of Auction	Yes	N/A	Yes	Yes	N/A	Yes	No	Bi-Annually	50,000 - 80,000	Yes	\$0.5438
Excess Proceeds	Yes	N/A	Yes	Yes	(1) 8.5 x 14 Folded	Yes	No	Bi-Annually	5,000 - 10,000	Yes	\$0.8663
Sealed Bids	N/A	Yes	N/A	N/A	Multiple 8.5x11 unfolded	Yes	No	Unspecified	5,000	Yes	\$0.9375

**As Needed Mailings**

MAIL OUT DESCRIPTION	INSERT PRIMARY DOCUMENTS(S)	FOLD PRIMARY DOCUMENTS (S)	INSERT (S)	FOLD INSERT(S)	METER AND SEAL	COST PER UNIT PER 5M-10M UNITS	COST PER UNIT PER 10M-50M UNITS	COST PER UNIT PER 50M-100M UNITS
#10 Window	1	No	Yes	Yes	Yes	\$0.0188	\$0.0143	\$0.0128
#10 Window	1	No	Yes	No	Yes	\$0.0165	\$0.0120	\$0.0105
#10 Window	1	No	No	No	Yes	\$0.0158	\$0.0113	\$0.0098
#10 Window	1	Yes	No	No	Yes	\$0.0180	\$0.0135	\$0.0120
#10 Window	1	Yes	Yes	No	Yes	\$0.0188	\$0.0143	\$0.0128
#10 Window	1	Yes	Yes	Yes	Yes	\$0.0210	\$0.0165	\$0.0150
#10 Window	2	Yes	Yes	Yes	Yes	\$0.0255	\$0.0210	\$0.0195
#10 Window	2	Yes	No	No	Yes	\$0.0225	\$0.0180	\$0.0165
#10 Window	2	Yes	Yes	No	Yes	\$0.0233	\$0.0188	\$0.0173

### ADDITIONAL CHARGES

Description	Cost
Pickup Charge	\$.08/LB.
Delivery Charge	\$110 Each Trip
Process Foreign Mail	\$27 per Hour

# **EXHIBIT C**

## **TECHNICAL EXHIBITS**

**PERFORMANCE REQUIREMENTS SUMMARY**

<b>REFERENCE</b>	<b>REQUIRED SERVICE</b>	<b>STANDARD OF PERFORMANCE (SOP)</b>	<b>MAXIMUM ALLOWABLE DEVIATION (MAD)</b>	<b>TYPICAL MONITORING METHOD</b>	<b>ACTION TO BE TAKEN FOR FAILURE TO MEET SOP</b>
SOW sub-paragraph 4.5.2.5, 6.1, 6.10.3	Visible mailing address in mail outs	No Post Office (PO) returns as undeliverable	None	PO returns; The Contractor reporting/monitoring	Reimburse the TTC for postage and cost of assembly/mailing each item
SOW sub-paragraph 4.5.2.4, 4.5.2.5, 6.1, 6.2, 6.10.3	Apply appropriate postage	No PO returns for insufficient postage; no excessive postage	None	PO returns; The Contractor reporting/monitoring	Reimburse the TTC for insufficient or overage amount plus corrected amount to re-mail
SOW sub-paragraph 4.5.2.6	Accurate tracking and reporting of damaged and/or spoilage of mail	Tracking and reporting must be accurate	None	The Contractor tracking/reporting	Reimburse the TTC for postage of damaged and/or spoilage of mail; \$500 per occurrence for failure to properly track and report damage and/or spoilage
SOW sub-paragraph 4.7.2.2.1.3	Protect against damage due to fire, water theft or other catastrophe	Damage unacceptable	None	The Contractor reporting/monitoring	Reimburse the TTC for associated costs to reconstruct mailing
SOW sub-paragraph 6.2	Accurate count (per piece count) of mail and completed jobs picked up from ISD or Pre-Sort Contractor. Or delivery of mail jobs to a U.S. Post Office	Per piece count must be accurate.	None	The Contractor reporting/monitoring.	Corrective Action Plan and/or \$500 for inaccurate per piece count of mail.

**PERFORMANCE REQUIREMENTS SUMMARY**

<b>REFERENCE</b>	<b>REQUIRED SERVICE</b>	<b>STANDARD OF PERFORMANCE (SOP)</b>	<b>MAXIMUM ALLOWABLE DEVIATION (MAD)</b>	<b>TYPICAL MONITORING METHOD</b>	<b>ACTION TO BE TAKEN FOR FAILURE TO MEET SOP</b>
SOW sub-paragraph 6.10.7	Meet minimum daily outgoing tax bill mailing volume/ mailing completed by deadlines	A minimum of 165,000 tax bills are completed each day	None	The Contractor reporting/monitoring	Corrective Action Plan and/or \$500 for each day minimum volume is not met
SOW sub-paragraph 6.4	Assemble mailings without damage	Damage not to exceed .075% of total mailings	None	The Contractor reporting/monitoring	Reimburse the TTC for associated costs to reconstruct damaged mailings
SOW sub-paragraph 4.5	Provide the TTC with required reports	Accurately and according to schedule	1 business day late	Receipt of reports, report log-in	Corrective Action Plan and/or \$50 per day, per late report.\$50 per day, per incomplete/ Inaccurate report
SOW sub-paragraph 4.2.1, 4.7.5.1, 6.6, 6.9	Pick up/deliver envelopes, inserts, tax-bills etc. according to schedule	The Contractor pick ups and/or returns the County supplies as scheduled by the TTC	None	The TTC and the Contractor reporting/monitoring Vendor notification	Corrective Action Plan and/or \$50 per day
SOW sub-paragraph 6.6	Have bills/notices ready for pick up or delivered by scheduled deadline	Bills are assembled and ready for pick up or are delivered as scheduled	None	The TTC and the Contractor reporting/monitoring Presort vendor notification	Corrective Action Plan and/or \$100 per day
SOW sub-paragraph 6.1, 6.3, 6.10.3	Documents folded according to the TTC'S instructions and without damage	Bills are folded according to the TTC direction without damage	None	The TTC and the Contractor reporting/monitoring	Corrective Action Plan

## PERFORMANCE REQUIREMENTS SUMMARY

REFERENCE	REQUIRED SERVICE	STANDARD OF PERFORMANCE (SOP)	MAXIMUM ALLOWABLE DEVIATION (MAD)	TYPICAL MONITORING METHOD	ACTION TO BE TAKEN FOR FAILURE TO MEET SOP
SOW sub-paragraph 3.2	Quality Control Meetings	The Contractor shall meet with the County as requested	Rescheduled once	The Contractor's Project Manager or the County-approved alternate in attendance	\$50.00 per no show and/or more than one (1) rescheduled meeting
SOW sub-paragraph 6.3	Secured Property required notices are mailed Certified/Registered Mail	The Contractor shall do 100% matching of certified/registered labels to envelopes	None	The TTC and the Contractor monitoring/reporting	<b>1<sup>st</sup> Instance:</b> \$1,000 and any and all actual damages including, but not limited to, postage and the cost to reconstruct the mailing.  <b>2<sup>nd</sup> Instance:</b> Subject to Contract Termination
Contract sub-paragraph 8.24, 8.25, 8.26	Required Insurance is obtained and maintained throughout the term of the Contract. Submit required proof of Insurance satisfactory to the County	Submit required proof of insurance that is acceptable to the County upon expiration, termination and/or change.	None	The TTC Monitoring	<b>\$100 for each day late or Contract termination</b>

**PERFORMANCE REQUIREMENTS SUMMARY**

<b>REFERENCE</b>	<b>REQUIRED SERVICE</b>	<b>STANDARD OF PERFORMANCE (SOP)</b>	<b>MAXIMUM ALLOWABLE DEVIATION (MAD)</b>	<b>TYPICAL MONITORING METHOD</b>	<b>ACTION TO BE TAKEN FOR FAILURE TO MEET SOP</b>
Contract sub-paragraph 8.38.4	Conduct a Financial Review annually or more often if requested by the TTC	Submit Financial Statements Beginning one (1) year after the commencement date and every year thereafter or more often if requested by the TTC	None	The TTC Monitoring	<b>\$50 for each day late</b>
Contract sub-paragraph 8.38.4	Report any pending litigation to the TTC on an annual basis	Submit Pending Litigation Statement annually	None	The TTC Monitoring	<b>\$50 for each day late</b>



### POSTAGE RECAP REPORT

DATE	JOB NAME	TOTAL PIECES	POSTAGE RATE	POSTAGE COST

POSTAGE PRE-PAID BY the TTC: \$ \_\_\_\_\_

POSTAGE USED FOR JOB:\$ \_\_\_\_\_

VARIANCE: \$ \_\_\_\_\_

Return within three (3) business days with applicable refund to :

Treasurer and Tax Collector  
 Fiscal Services Division  
 500 West Temple Street, Room 464  
 Los Angeles, CA 90012

and a copy to:

Treasurer and Tax Collector  
 Administrative Services Division  
 500 West Temple Street, Room 464  
 Los Angeles, CA 90012

I certify that this is a true and correct Postage Recap Report

\_\_\_\_\_

Contractor's Authorized Signature

\_\_\_\_\_

Date

**FOR INFORMATION ONLY**

## \* MAILING INSERTS PER TYPE OF PROPERTY TAX BILL/NOTICE

TYPE OF BILL OR NOTICE	MAIL OUT ENVELOPE		PROPERTY TAX BILL OR INFORMATION NOTICE	TTC INFORMATION INSERT	ASSESSOR INFORMATION INSERT	RETURN ENVELOPES (total envelopes per mail out)
	#132J (#10 Window)	MANILA, KRAFT OR BOX				#141J
<b>Single Owner</b>	1	--	1	1	1	2
<b>Big Money</b>	1	--	1	1	1	--
<b>Information Notice</b>	1	--	1	1	1	--
<b>Multiple Single</b>	1	--	Up to 4 bills	1	1	2
<b>Multiple Owner</b>	--	**As needed with labels	5+	1 per envelope	1 per envelope	--
<b>500 Accounts</b>	--	**As needed with labels	Varied	--	--	--
<b>Public Utilities</b>	1	--	1	--	--	2
<b>Exception/Misc</b>	1	--	1	1	1	2

\* County may change all or part of the mailing insert and/or envelope requirements.

\*\* Mailing labels will be provided by the TTC for these bills and notices.

CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative \_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative \_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative \_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

\_\_\_\_\_  
County Representative's Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative's Signature \_\_\_\_\_  
Date

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR  
FACSIMILE TRANSMITTAL

DATE: \_\_\_\_\_

NO. OF PAGES \_\_\_\_\_

TO/FROM: TTC

Contact Name: Mary Camperi

JOB TITLE: \_\_\_\_\_

FAX : (213) 613-0939

PHONE: (213) 974-2017

TO/FROM:

Contact Name:

JOB TITLE: \_\_\_\_\_

FAX:

PHONE:

EST. VOL: \_\_\_\_\_

DUE DATE: \_\_\_\_\_

**JOB DESCRIPTION**

**MAIL OUT ENVELOPE**

\_\_\_\_\_ #10 WINDOW \_\_\_\_\_  
 \_\_\_\_\_ #11 WINDOW \_\_\_\_\_  
 \_\_\_\_\_ OTHER \_\_\_\_\_

**FOLDING**

DOCUMENT # of Folds  
 PRIMARY  
 8 1/2 X 11 \_\_\_\_\_  
 11 X \_\_\_\_\_  
 Other: \_\_\_\_\_

**INSERTS**

Document Quantity  
 Primary \_\_\_\_\_  
 Inserts \_\_\_\_\_  
 Return Envelopes \_\_\_\_\_  
 Other \_\_\_\_\_

**YES/NO**

\_\_\_\_\_ CERTIFIED/REGISTERED  
 \_\_\_\_\_ SEAL ENVELOPES

Inserts

8 1/2 x 11 \_\_\_\_\_  
 11x1 \_\_\_\_\_  
 Other \_\_\_\_\_

**POSTAGE**

Type	Amount
Full First-Class	_____
Presort (Non-Auto)	_____
Mixed ADD Presort	_____
3D Auto Presort	_____
Certified	_____
Registered	_____
Other:	_____

**JOB COMPLETION DATES**

Job will be picked up by Presort Contractor on: \_\_\_\_\_  
 Job to be delivered to U.S. Post Office (mail out date) \_\_\_\_\_  
 Hold for the TTC/COUNTY Pick Up On \_\_\_\_\_  
 Additional Comments \_\_\_\_\_

**DAT**

**SUPPLIES PROVIDED BY TTC**

	Quantity	Scheduled Delivery/Pick Up	Date Delivered/ Picked Up
Mail Out Envelope	_____	_____	_____
Primary Document	_____	_____	_____
Return Envelope	_____	_____	_____
Return Envelope	_____	_____	_____
Additional Inserts	_____	_____	_____
Certified/Registered	_____	_____	_____
Other	_____	_____	_____
Postage	_____	_____	_____

**SUPPLIES RETURNED TO TTC**

	Quantity	Spoilage	Date Returned
Mail Out Envelope	_____	_____	_____
Primary Document	_____	_____	_____
Return Envelope	_____	_____	_____
Return Envelope	_____	_____	_____
Additional Inserts	_____	_____	_____
Certified/Registered	_____	_____	_____
Other	_____	_____	_____
Excess Postage	_____	_____	_____

Verified by: \_\_\_\_\_  
 Contractor

Verified by: \_\_\_\_\_  
 Treasurer and Tax Collector

Contractor will sign and date packing slips and mails the originals to the TTC within three (3) business days.





**CONTRACTOR'S EEO CERTIFICATION**

ABG Acquisition Corporation dba ABG Marketing and Business Communications

Contractor Name

3810 Wabash Drive, Mira Loma, CA 91752

Address

20-5064761

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

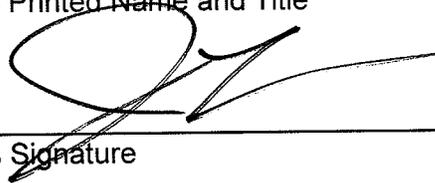
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |   |                             |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Joel Luce - CEO

Authorized Official's Printed Name and Title



Authorized Official's Signature

3/20/12

Date

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY CONTRACT ADMINISTRATOR:

Name: Sandra Pina-Barbee  
Title: Administrative Deputy II  
Address: County of Los Angeles Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, CA 90012  
Telephone: (213) 974-2108  
Facsimile: (213) 687-4857  
Email Address: spbarbee@ttc.lacounty.gov

### COUNTY CONTRACT MANAGER:

Name: Mary Ann Camperi  
Title: Supply Officer I  
Address: 500 West Temple, Room 137A  
Los Angeles, CA 90012  
Telephone: (213) 974-2017  
Facsimile: (213) 613-0939  
Email Address: mcamperi@ttc.lacounty.gov

### COUNTY CONTRACT MONITOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME: ABG Acquisition Corporation dba ABG Marketing and Business  
Communications**

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT  
ADMINISTRATOR:**

Name: Steve Luce  
Title: Account Manager  
Address: 3810 Wabash Drive  
Mira Loma, CA 91752  
Telephone: (951) 361-7309  
Facsimile: (951) 361-7085  
Email Address: [steve.luce@abgraphics.com](mailto:steve.luce@abgraphics.com)

**ALTERNATE CONTRACTOR'S  
CONTRACT ADMINISTRATOR:**

Ricky Contreras  
Contract Administrator  
3810 Wabash Drive  
Mira Loma, CA 91752  
(951) 361-7407  
(951) 361-7085  
[ricky.contreras@abgraphics.com](mailto:ricky.contreras@abgraphics.com)

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: Joel Luce  
Title: CEO  
Address: 3810 Wabash Drive  
Mira Loma, CA 91752  
Telephone: (951) 361-7011  
Facsimile: (951) 361-7085  
Email Address: [joel.luce@abgraphics.com](mailto:joel.luce@abgraphics.com)

Name: Dan Ablett  
Title: President/COO  
Address: 3810 Wabash Drive  
Mira Loma, CA 91752  
Telephone: (951) 361-7026  
Facsimile: (951) 361-7085  
Email Address: [dan.ablett@abgraphics.com](mailto:dan.ablett@abgraphics.com)

**Notices to Contractor shall be sent to the following:**

Name: Maria Villela  
Title: VP Controller  
**Address:** 3810 Wabash Drive  
Mira Loma, CA 91752  
Telephone: (951) 361-7057  
Facsimile: (951) 361-7085  
Email Address: [maria.villela@abgraphics.com](mailto:maria.villela@abgraphics.com)

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
  
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures

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Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)